Insurance Company)

Company Tracking Number: DE-TC-AR-07-1F

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Motor Truck Cargo

Project Name/Number:

Filing at a Glance

Company: Delos Insurance Company (FKA Sirius America Insurance Company)

Product Name: Motor Truck Cargo SERFF Tr Num: DLSN-125319057 State: Arkansas

TOI: 09.0 Inland Marine SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 09.0005 Other Commercial Inland Co Tr Num: DE-TC-AR-07-1F State Status: Fees verified and

Marine received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi,

Llyweyia Rawlins, Brittany Yielding

Author: David Gartland Disposition Date: 03/24/2008

Date Submitted: 03/12/2008 Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New): 03/24/2008

Effective Date Requested (Renewal): On Approval Effective Date (Renewal):

03/24/2008

State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Not Filed

Project Number: Domicile Status Comments:

Reference Organization: Independent Reference Number:

Reference Title: Advisory Org. Circular:

Filing Status Changed: 03/24/2008

State Status Changed: 03/24/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Delos Insurance Company is introducing independent forms, rules and rates associated with a new program to insured Motor Truck Cargo. The origin of these forms, rates and rules is from a similar program at Praetorian/ICH Insurance Companies.

Insurance Company)

Company Tracking Number: DE-TC-AR-07-1F

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Motor Truck Cargo

Project Name/Number:

Company and Contact

Filing Contact Information

David Gartland, Vice President dgartland@delosinsurance.com

120 West 45th Street (212) 702-3712 [Phone] New York, NY 08852 (212) 302-9279[FAX]

Filing Company Information

Delos Insurance Company (FKA Sirius America CoCode: 35408 State of Domicile: Delaware

Insurance Company)

120 West 45th Street Group Code: 4381 Company Type: Property &

Casualty

New York, NY 08852 Group Name: Lightyear Delos State ID Number:

Group

(212) 702-3712 ext. [Phone] FEIN Number: 13-2930697

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation: \$50.00 per forms filing

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Delos Insurance Company (FKA Sirius America \$50.00 03/12/2008 18550350

Insurance Company)

Insurance Company)

Company Tracking Number: DE-TC-AR-07-1F

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Motor Truck Cargo

Project Name/Number:

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|----------|------------------|------------|----------------|
| Approved | Llyweyia Rawlins | 03/24/2008 | 03/24/2008 |

Insurance Company)

Company Tracking Number: DE-TC-AR-07-1F

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Motor Truck Cargo

Project Name/Number: /

Disposition

Disposition Date: 03/24/2008

Effective Date (New): 03/24/2008 Effective Date (Renewal): 03/24/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

Insurance Company)

Company Tracking Number: DE-TC-AR-07-1F

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Motor Truck Cargo

Project Name/Number:

| Item Type | Item Name | Item Status | Public Access |
|---------------------|--|-------------|----------------------|
| Supporting Document | Uniform Transmittal Document-Property Casualty | &Approved | Yes |
| Form | Motor Truck Cargo Coverage Form | Approved | Yes |
| Form | Motor Truck Cargo Policy Declarations | Approved | Yes |
| Form | Amendatory Wording and Warranties Endorsement | Approved | Yes |
| Form | Refrigeration Breakdown Endorsement | Approved | Yes |
| Form | Trailer Interchange Dropped Off Limited Coverage Clause | Approved | Yes |
| Form | Several Liability Notice | Approved | Yes |
| Form | Additional Interest Endorsement | Approved | Yes |
| Form | Radioactive Contamination Exclusion Endorsement Physical Damage - Direct | Approved | Yes |
| Form | Seepage and/or Pollution and/or Contamination Exclusion | Approved | Yes |
| Form | Contingent Transit Endorsement (Truck Brokering) | Approved | Yes |
| Form | Fully Earned Premium Endorsement | Approved | Yes |
| Form | Refrigeration Breakdown Endorsement | Approved | Yes |
| Form | Unattended Truck Endorsement | Approved | Yes |
| Form | Less Than Trailer Load Endorsement (O'Truck Cover) | ff Approved | Yes |
| Form | Trailer Interchange Endorsement | Approved | Yes |
| Form | Target Interest Inclusion Endorsement | Approved | Yes |

Insurance Company)

Company Tracking Number: DE-TC-AR-07-1F

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Motor Truck Cargo

Project Name/Number:

Form Schedule

| Review Status | Form Name | Form # | Edition Date | Form Type Action | Action Specific Data | Readability | Attachment |
|------------------|---|----------------|-----------------|--|----------------------|-------------|--------------------|
| Approved | Motor Truck Cargo Coverage Form | DIU MTC 001 | 05/07 | Policy/CoveNew rage Form | | 0.00 | DIU MTC 001.pdf |
| Approved | Motor Truck Cargo Policy Declarations | DIUC DEC | | Declaration New s/Schedule | | 0.00 | DIUC DEC.pdf |
| Approved | Amendatory Wording and Warranties Endorsement | DIUC 0001 | 05/07 | Endorseme New nt/Amendm ent/Conditi ons | | 0.00 | DIUC 0001.pdf |
| Approved | Refrigeration Breakdown Endorsement | DIUC 0002 | 05/07 | Endorseme New nt/Amendm ent/Conditi ons | | 0.00 | DIUC 0002.pdf |
| Approved | Trailer Interchange Dropped Off Limited Coverage Clause | DIUC 0003 | 05/07 | Endorseme New nt/Amendm ent/Conditi ons | | 0.00 | DIUC 0003.pdf |
| Approved | Several Liability Notice | DIUC 0004 | 05/07 | Endorseme New nt/Amendm ent/Conditi ons | | 0.00 | DIUC 0004.pdf |
| Approved | Additional Interest Endorsement | DIUC 0005 | 05/07 | Endorseme New nt/Amendm ent/Conditi ons | | 0.00 | DIUC 0005.pdf |
| Approved | Radioactive Contamination Exclusion Endorsement Physical Damage | DIUC 0006 | 05/07 | Endorseme New nt/Amendm ent/Conditi ons | | 0.00 | DIUC 0006.pdf |

SERFF Tracking Number: DLSN-125319057 State: Arkansas EFT \$50 Filing Company: Delos Insurance Company (FKA Sirius America State Tracking Number: Insurance Company) Company Tracking Number: DE-TC-AR-07-1F TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine Product Name: Motor Truck Cargo Project Name/Number: - Direct DIUC Approved Seepage and/or DIUC **Endorseme New** 05/07 0.00 Pollution and/or 8000 nt/Amendm 0008.pdf Contamination ent/Conditi **Exclusion** ons DIUC DIUC Approved Contingent **Endorseme New** 05/07 0.00 **Transit** 0009 nt/Amendm 0009.pdf ent/Conditi Endorsement (Truck Brokering) ons DIUC DIUC Approved Fully Earned 05/07 **Endorseme New** 0.00 Premium 0010 0010.pdf nt/Amendm Endorsement ent/Conditi ons DIUC Approved Refrigeration DIUC 05/07 **Endorseme New** 0.00 Breakdown 0011 nt/Amendm 0011.pdf Endorsement ent/Conditi ons DIUC Approved Unattended TruckDIUC 05/07 **Endorseme New** 0.00 Endorsement 0012 nt/Amendm 0012.pdf ent/Conditi ons Less Than Trailer DIUC **Endorseme New** DIUC Approved 05/07 0.00 Load 0013 nt/Amendm 0013.pdf **Endorsement (Off** ent/Conditi Truck Cover) ons Approved Trailer DIUC **Endorseme New** DIUC 05/07 0.00 Interchange 0014 nt/Amendm 0014.pdf ent/Conditi Endorsement ons DIUC Approved **Target Interest** DIUC 05/07 **Endorseme New** 0.00 Inclusion 0015 nt/Amendm 0015.pdf ent/Conditi Endorsement ons

MOTOR TRUCK CARGO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is not covered under this policy.

Throughout this policy the words "you" and "your" refer to Named Insured shown in the Declarations. The word "we", "us", and "our", refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS.

A INGUIDING A CIDERIA CIDATES

A. INSURING AGREEMENTS

In consideration of the premium paid hereon and the particulars and statements contained in the written Application, a copy of which attaches hereto, which particulars and statements are warranted by the Insured to be true and are agreed to be incorporated herein, the Company hereby agree to indemnify the Insured, named in the schedule, for ALL RISKS OF PHYSICAL "LOSS" OR DAMAGE FROM AN EXTERNAL CAUSE to lawful "cargo" in and/or on a

truck whilst in the Insured's care, custody or control in the ordinary course including loading of transit, unloading, within the contiguous states of USA, the District of Columbia and Canada. THIS INSURANCE BEING **SUBJECT** TO ALL THE PROVISIONS. **EXCLUSIONS. DEFINITIONS, TERMS** AND CONDITIONS CONTAINED IN THE FOLLOWING WORDING.

B. COVERED PROPERTY

- 1. Covered Property means property for which you are liable as a motor carrier:
- 2. Covered Property *does not include:*
 - a. Accounts, bills, deeds or evidence of debt. Currency, coins, bank notes, money orders, traveler's checks, passports, bullion.
 Securities, stamps, tokens and tickets.
 - b. Furs, fine arts and antiques.
 - c. Property of others you carry without monetary compensation to you.
 - d. Shipping containers, dollies, trailer chassis and trailers used in containerized freight operations.

- e. Silver, gold, or platinum jewelry, precious stones or similar valuables.
- f. Tarpaulins, binders, chains and pallets.
- g. U.S. mail
- h. Tobacco, alcohol, beer, wine, seafood, including fresh water, (unless canned).
- i. "Garments", "electronics".
- Paintings, statuary and other works of art, manuscripts, mechanical drawings, and live animals.

C. ADDITIONAL COVERAGES

- 1. Debris Removal. The Company will pay the costs of removal of the debris of the "cargo" insured hereunder when necessarily incurred by the Insured in connection with a loss otherwise recoverable under this policy. The companies' liability shall be limited to \$2,500.00. In any event, the maximum liability of the company under this policy for any one "accident" shall be the amounts set forth in Loss Limit Any One Truck / Loss Limit Any One Loss of the Declarations page of this policy. Nothing contained in this coverage shall extend coverage hereunder to include environmental clean up costs or similar expenses.
- 2. Freight Charges. This policy is extended to cover loss of earned freight charges incurred by the Insured at the time of a "loss" recoverable under this policy. This is in addition to the Limits of Insurance. A deductible does not apply to this coverage. However, the Company will not pay more than \$5,000.00 for earned freight charges. This policy shall not be extended to cover unearned freight charges, or "loss" of earned freight charges where there is not a "loss" otherwise recoverable under this policy.

D. CAUSES OF LOSS NOT COVERED

The following are *not* covered:

 Spoilage, contamination, deterioration, freezing, rusting, electrical and/or mechanical failure, and/or damage to refrigerated and/or temperature controlled "cargo"

UNLESS CAUSED BY OR RESULTING FROM:

- 1) Fire, lightning, or explosion.
- 2) Accidental collision of the truck with any other vehicle or object.
- 3) Overturning of the truck
- 4) Collapse of bridges or culverts.
- 5) Flood (meaning rise of streams or navigable waters.
- 6) Cyclone, tornado, hurricane or windstorm.
- 7) Theft.
- 8) Stranding, collision, burning, grounding or striking of ferry while truck on board.
- 2. Explosion of any weapon employing atomic fission or fusion; nuclear reaction or radiation, or radioactive contamination, however caused.

- 3. Fire to baled cotton unless that cotton has been ginned 72 hours prior to the date of loading.
- 4. Goods or merchandise which is the property of the Insured.
- 5. Pollution. "Bodily Injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".
- 6. War, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual impending or expected attack by: a) any government or sovereign power (de jure or de factor); b) any authority maintaining or using military, naval or air forces; or c) an agent of any such government, power, authority or forces. Any weapon or war employing atomic fission or radioactive force whether in time of war or peace. Insurrection, rebellion, revolution,

- civil war, usurped power, or action taken by Government authority in hindering, combating, or defending against such occurrence, seizure or destruction under any quarantine or Customs regulations, confiscation by order of any government or public authority, or risk of contraband, illegal transportation or illegal trade.
- 7. "Loss" or damage caused by or resulting from nuclear radiation, nuclear reaction or radioactive contamination whether controlled or uncontrolled, and whether such "loss" be direct or indirect, proximate or remote or be in whole or in part caused by contributed to, or aggravated by the peril(s) insured against in this policy.
- 8. "Loss" or damage caused by or resulting from mysterious disappearance, the infidelity, dishonesty or criminal act of the Insured, his employees, his agents or others whom the "cargo" may be entrusted, including owner operators contracted with the Insured, whether or not such act or acts occurred during the regular hours of employment.
- 9. "Loss" or damage caused by the voluntary act of the Insured, whether or not resulting from a third party's use of fraudulent documents, forged freight bills, interchange receipts, release orders, or other unauthorized form or unauthorized use of documents.
- "Loss" or damage caused by strikers, locked-out workmen, persons taking part in labor disturbances, riots or civil commotions.
- 11. "Loss" or damage caused by or resulting from mildew, moth, vermin, insufficiency of insulation

- or packing, wear, tear, gradual deterioration, or natural "loss" in weight or volume.
- 12. Straying of animals or fowl.
- 13. Any losses from an "unattended" "covered auto" in the ordinary course of transit unless: a) there was visible signs of forceful entry into the locked cab of the "covered auto", or into the locked "cargo" compartment of a "covered auto" or fully enclosed trailer AND b) the "covered auto" is garaged in a building or parked in a fully enclosed yard which is securely closed and locked, or the "covered auto" is under constant surveillance, or on a guarded lot.
- 14. "Loss" or damage to Household goods and/or personal effects, when forming part of a domestic removal or office relocation.
- 15. "Loss" or damage consequent upon or reasonably attributable to the insolvency, bankruptcy, or financial failure of the Insured.
- 16. "Loss" or damage reasonably attributable to inherent vice.
- 17. "Loss" of market, delay, "loss" of use, clean up costs or any remote or consequential "loss".
- 18. "Loss" or damage to "cargo" not loaded on a truck for which the insured may be held legally liable.
- 19. Freight charges earned or unearned, other than recoverable under Commercial Inland Marine condition number C.4. attached.
- 20. "Loss" or damage to "cargo" carried without charge by the Insured or as an accommodation on their part.

- 21. "Loss" or damage otherwise recoverable hereon unless: a) the "covered auto" is owned by the Insured, or leased pursuant to a written lease by him for his exclusive use, AND providing the "covered auto" is operated exclusively by his own full time salaried employees who have satisfied the employee references condition (General Condition no. 1) below or b.) the "covered auto" is operated by owner operators who are under written lease to the Insured for a period of 30 consecutive days or more.
- 22. "Loss" or damage caused by or resulting from flood or flooding, howsoever caused including but not limited to: flood, surface water, waves, tidal water or tidal waves, overflow of streams or other bodies of water, or their spray; all, whether arising out of or caused by rain, snow, wind or other conditions of the weather, or an otherwise covered cause of loss.
- 23. "Loss" or damage caused by or resulting from earth movement including but not limited to earthquake, landslide, subsidence and the sinking or rising of the earth.

E. DEDUCTIBLE

The deductible shown in the Declarations will apply after all other adjustments have been made. The deductible applies separately to each "covered auto". If more than one deductible applies to one "loss", the highest deductible will be used.

F. LIMITS OF INSURANCE

The Limits of Insurance shown in the Declarations are the most we will pay.

G. GENERAL CONDITIONS

- 1. **Special Condition** It is a condition precedent to Companies' liability under this policy that satisfactory references are obtained from reliable sources, checked and records kept in respect of all new employees engaged by the Insured after the inception date of this policy. The Insured shall take all reasonable precautions for the protection and safeguarding of the "cargo" and use such security devices as may be specified in the application, and all vehicles, trailers. containers and security devices shall be maintained in good order. Such devices shall be used at all times and shall not be varied or withdrawn without written consent by the Company.
- 2. **Subrogation** In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery against any person or organization. The Company shall have the right to bring suit for such recovery, at the Companies' expense, in the name of the Insured for the amount of the Companies' payment or, at the option of the Company bring any action in the name of the Insured to recover the entire "loss". Any recovery after deduction of expenses shall be shared by the Company and the Insured in the same proportion as they shall have shared the "loss". The Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such subrogation rights, and shall render all

reasonable assistance in the prosecution of all actions to recover the "loss" including, but not limited to attendance of witnesses for discovery and at trial. The Insured shall do nothing after "loss" to prejudice the Companies' subrogation rights.

- 3. **Co-Insurance** The Company shall not be liable for a greater proportion of any "loss" or damage to the total value of all merchandise than the amount of the applicable insurance bears to the total value at the time and place of the "loss". This clause shall apply separately to merchandise in transit and at a terminal location.
- 4. **Privilege to Adjust with Owner** In the event of "loss" or damage to property of others held by the Insured for which claim is made upon the Company; the right to adjust such "loss" or damage with the owner or owners of the property is reserved to the Company. The receipt of such owner or owners in satisfaction thereof shall be in full satisfaction of any claim of the Insured for which such payment has been made. If legal proceedings be taken to enforce a claim against the Insured as respects any such "loss" or damage, the Company reserves the right at their option without expense to the Insured, to conduct and control the defense on behalf of and in the name of the Insured. No action of the Company in such regard shall increase the liability of the Company under this policy, nor increase the limits of liability specified in the policy.
- 5. Impairment of Recovery Rights Any act or agreement by the Insured before or after "loss" or damage whereby any right of the Insured to recover in whole or part for "loss" or damage to property covered hereunder against any Carrier, Baillie or other party liable therefore, is released or lost, shall render this policy null and void but the Companies' right to retain or recover the premium shall not be affected. The Company is not liable for any "loss" or damage which, without their written consent, has been settled or compromised by the Insured.

- 6. **Assignment** This policy shall be void if assigned or transferred without the written consent of the Company.
- 7. **Conflicting Statutory Provisions** If any condition or agreement or any other part of this insurance is at variance with any specific statutory provision in the State or Province having jurisdiction, such specific statutory provision shall be substituted for such condition, agreement or part.
- 8. **Reimbursement** It is understood and agreed that the Insured shall reimburse the Company within ten (10) days from the time the Insured shall be advised thereof, all sums and amounts of money that the Company has paid and which the Company would not have been required to pay except for the attachment to this policy of any Federal, State, Provincial endorsement or any other endorsement or certificate of insurance. It is further understood and agreed that the Company shall have the right to deduct from "loss" payments due under this policy all sums due to the Company for reimbursement under this provision as well as all sums due from the Insured for any reason including but not limited to premiums and deductibles paid directly by the Company.
- 9. **Authorization of Endorsements** No endorsement other than Federal or Statutory Endorsements shall form part of the contract unless authorized by the Company.
- 10. **Valuation** The valuation of all goods and merchandise covered by this part shall not exceed the invoice value of that merchandise at the point of shipment on the date of "loss", or if there is no invoice, then the valuation shall not exceed the actual cash value of that merchandise.

11. Reporting Clause –

a) The Insured agrees to keep an accurate record of the gross receipts (either collected or uncollected) from their trucking business during the term of this policy and to report to the Company or their authorized agent, not

later than the twentieth (20th) day subsequent to the anniversary date of this policy the full amount of such gross receipts (either collected or uncollected) from their trucking business during the preceding annual period, or such time as is within the policy period.

- b) For purposes of this insurance the term "gross receipts" wherever used in this policy, shall mean the actual charges for transportation of lawful goods and merchandise from original location to destination plus charges for other services in connection with such transportation less any net payments to connecting carriers, but including any payments to lease carriers, contractors or owner operators.
- c) The Insured agrees that any duly authorized representative of the Company shall be permitted to examine

the Insured's books, records and such policies as relate to the Insured's trucking business at all reasonable times during the life of this policy and for thirty-six (36) months after expiration or termination of this policy. Such examination(s) shall not waive nor in any manner affect any of the terms, conditions or limitations of the policy. The furnishing of any statement of gross receipts by the Insured, or payment of premium and its acceptance by the Company shall not constitute a waiver of the Companies' rights to such examination(s) or rights to any additional premiums which may have been earned.

H. DEFINITIONS

- 1. "Accident" means an accident or series of accidents arising out of one event or occurrence.
- 2. "Auto" means a truck, truck tractor or trailer designed for travel on public roads. "Auto" includes an "auto" you do not own while used with the permission of its owner as a temporary substitute for an "auto" described in the schedule of vehicles that is out of service because of its"
 - a. Breakdown;
 - b. Destruction:
 - c. "Loss";
 - d. Repair; or
 - e. Servicing.
- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- 4. "Cargo" means all property or equipment not owned, hired or leased by, or loaned to the Insured

or by or to the Agents or servants of the Insured.

- 5. "Covered Auto" means:
 - a. The truck described in the Schedule of Vehicles.
 - b. A trailer while attached to the truck or the truck tractor described in the Schedule of Vehicles.
 - c. The trailer described in the Schedule of Vehicles while Attached to a truck or truck tractor used in your business.
 - d. A Truck or trailer while attached to a truck or truck tractor used in your business.
 - e. A trailer used in your business while:
 - i. Away from your terminal and attached to a truck or truck tractor or;
 - ii. While temporarily detached for a period not exceeding 72

consecutive hours from a covered truck or truck tractor and while garaged in a building or parked in a fully enclosed yard which is securely closed and locked, or the trailer or semitrailer is under constant surveillance, or on a guarded lot and the trailer or semi-trailer has all the openings closed and securely locked with the keys removed.

- 6. "Electronics" means all items of consumer and commercial electrical appliances and instruments including but not limited to radios, televisions, computers, computer software, hard drives, chips, microchips, printed circuit boards and their components, modems, monitors, cameras, facsimile machines, photocopiers, VCR's, hifi's, stereos, CD players and the like.
- 7. "Garments" means all items of clothing including innerwear and

- outerwear, footwear, shoes, boots, gloves, hats, and the like.
- 8. "Loss" means accidental and physical damage to Covered Property or accidental loss of Covered Property.
- 9. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminants, including smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 10. "Property damage" means damage to or "loss" of use of tangible property.
- 11. "Unattended" means a truck or truck tractor which has been left without a responsible person whose duty is to drive, guard, or attend the truck being either on, in, or within ten yards of the truck.

DECLARATIONS — MOTOR TRUCK CARGO

Policy Number:

Renewal of

DELOS INSURANCE COMPANY NEW YORK, NEW YORK

| MOTOR TRUCK | CARGO POLI | CY DECLARATIONS |
|--|--|---|
| ISSUED TO: | | |
| | | |
| POLICY COVERS FROM | | ТО |
| AGENT OR BROKER: AGENT CODE: | | |
| FORM OF NAMED INSURI CORPORATION □ | | ITY COMPANY □ INDIVIDUAL □ |
| PARTNERSHIP □ | OTHER | |
| LOCATION OF BUSINESS: | | |
| | _ | LIMIT |
| LOSS LIMIT ANY ONE TRUCK LOSS LIMIT ANY ONE LOSS | | \$ \$ |
| PER VEHICLE LIMIT | | PREMIUM |
| SEE ATTACHED SCHEDUI | LE | |
| ENDORSEMENT | | TOTAL POLICY PREMIUM |
| PREMIUM CHARGES | | 1 6.1 |
| Company does insure the aboaddress is shown above, at 12 | ve Named Insured, h 2:01am. (standard tin | d of the premium above specified, the hereinafter called the Insured, whose he), to the expiration date shown above, hance to an amount not exceeding the |
| If no other deductibles appear each loss after all other adjus | | owing deductible amount will apply to de. \$ 1000 |
| - · | rt of this policy, toget | itions, provisions, stipulations and ther with such other conditions, added hereto. |
| Countersigned | | Ву |
| | | |

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DIUC DEC Page 1 of 1

MOTOR TRUCK CARGO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY WORDING AND WARRANTIES ENDORSEMENT

In consideration of the premium charged, the following wording is added to the Policy:

COTTON GINNING WARRANTY

The Insured warrants and agrees that there is no coverage for Loss from fire, smoke or other heat related source to baled cotton unless the cotton was ginned over seventy-two (72) hours prior to the time of loading onto the covered Truck.

HAY WARRANTY

The Insured warrants and agrees that there is no coverage for Loss from fire, smoke or other heat related source to baled hay unless the hay was baled over seventy-two (72) hours prior to the time of loading onto the covered Truck.

PROPER PACKING OR PREPARATION WARRANTY

The Insured warrants and agrees that all cargo hauled will be properly packed or prepared for shipment, prior to being transported. Failure to do so will result in a Double Deductible applied for any Loss involving improper packing or preparation.

STRIKING OF BRIDGE OR OVERPASS

Any Loss involving the striking of a bridge or overpass of any type, by any covered Truck, shall have a Double Deductible applied, each Truck and/or coverage part affected.

TARPAULIN "TARP" WARRANTY

The Insured warrants and agrees that the cargo carrying area or compartment(s) open to outside elements will be completely covered by a waterproof tarpaulin "tarp" when hauling any cargo which is subject to damage or Loss from exposure to weather or other outside elements and that the tarpaulin will be securely fastened, except during loading and unloading. Failure to do so voids coverage for any Loss involving water damage, dampness or other moisture related damage regardless of whether such noncompliance is a direct or indirect cause of such damage.

TIE DOWN FLATBED WARRANTY

The Insured warrants that all cargo hauled on a flatbed shall be securely tied down with adequate chains and/or straps designed to handle the load. Failure to do so voids coverage for any Loss involving inadequately tied down commodities.

MOTOR TRUCK CARGO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REFRIGERATION BREAKDOWN ENDORSEMENT

In consideration of the premium charged this policy, irrespective of Causes of Loss Not Covered 1. is extended to cover the Insured's legal liability for loss of or damage to refrigerated and or temperature controlled cargo when such loss and or damage is CONCLUSIVELY PROVEN to have been caused by mechanical failure of or breakdown of the automatic temperature control unit.

With respect to coverage provided herein for mechanical failure or breakdown of the automatic temperature control unit it is expressly agreed and understood the coverage provided does not insure against failure or breakdown directly due to the following:-

- a) Failure to provide adequate fuel supply.
- b) Failure to maintain crankcase oil level within manufacturer's specified limits.
- c) Failure to maintain an adequate level of refrigerant per the manufacturer's specifications.
- d) Willful destruction or damage to automatic temperature control unit(s) by an employee or others.
- e) Failure due to computer or electronic process malfunctions as per exclusion r) in the policy wording.

The Insured warrants that:-

- a) The refrigeration or heating units shall be maintained in accordance with the manufacturer's instructions in good operating condition, and will be inspected at least once a month by the Insured's maintenance shop or manufacturer's authorized service representative(s), AND
- b) That records are maintained by the Insured of such maintenance operation and inspections, such records shall be open to the inspection of any authorized representative of the Company at all times during the normal business hours of the Insured.

The deductible applicable to losses recoverable under this endorsement shall be \$ but such deductible shall not be less than \$3,500 in respect of automatic temperature control units exceeding ten years of age computed from the model year of the unit.

All other policy terms and conditions remain unchanged.

MOTOR TRUCK CARGO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRAILER INTERCHANGE DROPPED OFF LIMITED COVERAGE CLAUSE

In consideration of the additional premium charged, Exclusion "7" in the Trailer Interchange Endorsement is deleted and replaced by the following wording:

Loss or damage to any trailer or semi-trailer which is not attached to a covered Truck which is insured for Motor Truck Cargo coverage, unless:

Such trailer or semi-trailer had been pulled by a covered Truck during the previous 24 hour period leading up to the trailer being unattached, and

the trailer is temporarily detached for a period not exceeding 72 consecutive hours (Sunday and holidays excluded) and is stored in a:

- a) Locked Building, or
- b) Parked in a fully enclosed fenced yard which is securely closed and locked, or
- c) Guarded lot,

And if the trailer or semi-trailer is loaded, all openings of the trailer or semi-trailer are closed and securely locked with the keys removed.

MOTOR TRUCK CARGO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

MOTOR TRUCK CARGO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INTEREST ENDORSEMENT

In consideration of the fact that the Insured will operate their Truck(s) over authorized routes of the following named Additional Interest, to originate or effect delivery of freight, and in consideration of the fact that the Insured will report the full revenue for such shipments, including that portion of the revenue developed on the authorized routes of following named Additional Interest, it is agreed that the Company shall assume liability for such shipments as if the freight were carried throughout via the exclusive operation authority of the Insured:

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Nothing herein contained shall be held to alter, extend, vary or waive any of the agreements, conditions, exclusions, limitations, provisions or terms of the Policy.

MOTOR TRUCK CARGO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RADIOACTIVE CONTAMINATION EXCLUSION ENDORSEMENT - PHYSICAL DAMAGE - DIRECT

This Policy does not cover any loss or damage arising directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination however such nuclear reaction nuclear radiation or radioactive contamination may have been caused * NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this Policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

* NOTE. - If Fire is not an insured peril under this Policy the words "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

MOTOR TRUCK CARGO

SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

- (a) any loss, damage, cost or expense, or
- (b) any increase in insured loss, damage, cost or expense, or
- (c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority; or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a Peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term 'any kind of seepage or any kind of pollution and/or contamination' as used in this Endorsement includes (but is not limited to):

- (a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a 'hazardous substance' by the United States Environmental Protection Agency or as a 'hazardous material' by the United States Department of Transportation, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- (b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

DIUC 0008 (05/07)

MOTOR TRUCK CARGO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTINGENT TRANSIT ENDORSEMENT (TRUCK BROKERING)

For the purpose of this endorsement the word "subcontractor" shall mean the trucking company which physically transports the cargo.

In consideration of the additional premium charged it is hereby noted and agreed that irrespective of Causes of Loss Not Covered 21, this policy is extended to include the Insured's liability otherwise recoverable hereon, where the Insured is acting as a truck broker, subject to the following conditions:

- 1) It is a condition precedent to coverage under this policy that the Insured obtains written evidence of each subcontractor's current motor truck cargo insurance policy, which must include details of the period of validity of the policy, the conditions, exclusions, limits and deductibles contained therein, prior to commencing operations with that subcontractor.
- 2) It is a condition precedent to coverage under this policy that this written evidence shows that the subcontractor's insurance is in effect at the time the cargo is transported.
- 3) It is a condition precedent to coverage under this policy that the conditions of this policy shall not provide broader cover than the conditions of the subcontractor's motor truck cargo policy.

In consideration for the reduced rate for which this endorsement has been issued, Underwriters shall not be liable for the payment of any claims under this endorsement except:-

a) when the subcontractor is not legally liable for any loss or damage to the cargo,

OR

b) after the Insured has made all reasonable and proper efforts to collect the amount of the claim from the subcontractor and their Insurers, but has not succeeded due to declination of liability or inability to pay.

Reasonable and proper efforts to collect the amount of the claim shall mean that the Insured shall have complied with the requirements of the Bill of Lading or other contract under which the cargo was shipped, and shall also have complied with all other procedures required for the filing of claims against the subcontractor and their Insurers. In no event shall Underwriters be liable for loss or damage to any cargo until the 90th day subsequent to the date the loss or damage occurred.

All other policy terms and conditions remain unchanged.

DIUC 0009 (05/07)

MOTOR TRUCK CARGO

FULLY EARNED PREMIUM ENDORSEMENT

It is hereby noted and agreed that the liability of The Company shall be limited to cargo WHILST IN AND OR ON A TRUCK WHICH IS SPECIFIED ON THE SCHEDULE ATTACHING TO THIS POLICY , including loading and unloading. The premium specified on the schedule shall be deemed to be non - adjustable, other than as per the cancellation provisions of the policy specified in Common Policy Condition A. This endorsement shall not override Causes of Loss Not Covered 21. or any other conditions of the policy.

All other policy terms and conditions remain unchanged

Specified vehicles, vehicle identification numbers:-

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DIUC 0010 (05/07)

MOTOR TRUCK CARGO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REFRIGERATION BREAKDOWN ENDORSEMENT

In consideration of the premium charged this policy, irrespective of exclusion e) this policy is extended to cover the Insured's legal liability for loss of or damage to refrigerated and or temperature controlled cargo when such loss and or damage is CONCLUSIVELY PROVEN to have been caused by mechanical failure of or breakdown of the automatic temperature control unit.

With respect to coverage provided herein for mechanical failure or breakdown of the automatic temperature control unit it is expressly agreed and understood the coverage provided does not insure against failure or breakdown directly due to the following:-

- a) Failure to provide adequate fuel supply.
- b) Failure to maintain crankcase oil level within manufacturer's specified limits.
- c) Failure to maintain an adequate level of refrigerant per the manufacturer's specifications.
- d) Willful destruction or damage to automatic temperature control unit(s) by an employee or others.
- e) Mechanical failure of or breakdown of automatic temperature control unit to refrigeration machinery in excess of 10 years of age, computed from the model year of the unit.
- f) Failure due to computer or electronic process malfunctions as per exclusion r) in the policy wording.

The Insured warrants that:-

- a) The refrigeration or heating units shall be maintained in accordance with the manufacturer's instructions in good operating condition, and will be inspected at least once a month by the Insured's maintenance shop or manufacturer's authorized service representative(s), AND
- b) That records are maintained by the Insured of such maintenance operation and inspections, such records shall be open to the inspection of any authorized representative of the Underwriters at all times during the normal business hours of the Insured.

The deductible applicable to losses recoverable under this endorsement shall be the sum set against paragraph 1(a) in the optional endorsements schedule page forming page 2 of this form.

All other policy terms and conditions remain unchanged.

MOTOR TRUCK CARGO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNATTENDED TRUCK ENDORSEMENT

In consideration of the additional premium charged, it is hereby noted and agreed that, irrespective of Causes of Loss Not Covered 13, this policy is extended to include losses to cargo directly resulting from forcible and/or violent entry to unattended trucks, subject to such trucks having all their openings closed, securely locked and all keys removed, but the limit of liability under this extension shall be \$ any one truck.

No coverage is provided hereunder for loss of or damage to cargo in and or on trailers or semi trailers which are detached from power units, unless such trailers or semi trailers are

- i) garaged in a building or
- ii) parked in a fully enclosed yard which is securely closed and locked, or
- iii) under constant surveillance, or
- iv) on a guarded lot

AND

the trailer or semi trailer has all the openings closed and securely locked with keys removed and the period that the trailer or semi trailer is detached from the power unit does not exceed 72 consecutive hours (Sundays and holidays excluded) from the time of detachment from the covered truck or tractor. (See definition of "Covered Auto" in the definition section of the Motor Truck Cargo Coverage Form)

All other policy terms and conditions remain unchanged.

MOTOR TRUCK CARGO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESS THAN TRAILER LOAD ENDORSEMENT (OFF TRUCK COVER)

In consideration of the additional premium charged, this policy is extended to cover the liability of the Insured for cargo otherwise covered hereunder whilst unloaded and held pending transfer at the terminals as named below, for a period not exceeding 72 hours after unloading. (Sundays and holidays excluded). The limits of liability in this respect shall be as specified below, but always subject to the overall loss limit set forward in the Motor Truck Cargo Policy Declaration Page.

All other policy terms and conditions remain unchanged

| Ferminal: | Limit \$ |
|-----------|----------|
| Terminal: | Limit \$ |
| Геrminal: | Limit \$ |

MOTOR TRUCK CARGO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRAILER INTERCHANGE ENDORSEMENT

In consideration of the additional premium charged, it is hereby noted and agreed that this policy is extended to cover the Insured's liability to non-owned trailers under a trailer interchange agreement.

Liability under this extension shall be subject to the policy deductibles, exclusions, and general conditions, and shall further exclude:

- 1) Loss of or damage to any radio transmitting or receiving set and tape recorders unless permanently attached to an insured automobile, garments, personal effects, or other property of the assured or of others carried in or upon the trailer.
- 2) Loss of or damage to tires unless damaged by fire or stolen or unless lost or damaged in an accidental collision or upset which also caused other damage to the trailer.
- 3) Loss or damage to any trailer which is due to wear and tear, freezing, mechanical or electrical breakdown or failure, unless such damage is the result of other losses covered by this insurance.
- 4) Loss suffered by the Insured as the result of voluntarily parting with title or possession, whether or not induced so to do by any fraudulent scheme, trick, device or false pretense.
- 5) The theft, robbery or pilferage of tools or repair equipment except in conjunction with the theft of an entire trailer.
- 6) The wrongful conversion, embezzlement or secretion by a mortgagee, vendee, lessee or other person in lawful possession of the insured property under a mortgage, conditional sale, lease or other contract or agreement, whether written or verbal.
- 7) Loss of or damage to any trailer occurring whilst such trailer is not attached to a tractor unit which is insured for cargo liability under this policy.

The limit of liability of the Company in respect of any one trailer shall be \$\\$ In the event that the actual value of the trailer insured under this extension exceeds that sum, then the Company shall not be liable for a greater proportion of any loss or damage to such trailer insured than the actual value of the trailer bears to that sum.

The total limit of liability of the Company under this extension shall not exceed \$ any one loss, but the Companies overall liability in respect of a loss involving more than one section of this policy shall not exceed the loss limit in the Motor Truck Cargo Policy Declaration Page.

All other policy terms and conditions remain unchanged.

DIUC 0014 Page 1 of 1 (05/07)

MOTOR TRUCK CARGO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TARGET INTEREST INCLUSION ENDORSEMENT

In consideration of the additional premium charged, the interests shown in paragraph A) below are deleted from Covered Property Does Not Include in B. 2. in this policy.

The limit of liability under this policy in respect of claims for theft of the interests shown in paragraph A) below shall be as shown in paragraph B) below, applicable in respect of all claims arising out of any one theft.

The deductible applicable to claims for theft of the interests shown in paragraph A) below shall be as shown in paragraph C) below, applicable to all claims arising out of any one theft.

If the Unattended Truck Endorsement has been included within this policy, then that endorsement shall not apply in respect of any of the interests shown in paragraph A) below.

- A) Interests included: All Goods per Covered Property Does Not Include Item(s)
- B) Limit any one claim for theft of these interests:

\$

C) Deductible per theft claim these interests:

\$

(Note: The indemnity provided is the sum shown against paragraph B) less the sum shown against paragraph C). E.g. Limit US\$ 25,000 with US\$ 5,000 deductible = maximum indemnity US\$ 20,000 for theft).

All other policy terms and conditions remain unchanged.

Insurance Company)

Company Tracking Number: DE-TC-AR-07-1F

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Motor Truck Cargo

Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

Insurance Company)

Company Tracking Number: DE-TC-AR-07-1F

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Motor Truck Cargo

Project Name/Number:

Supporting Document Schedules

Review Status:

Satisfied -Name: Uniform Transmittal Document- Approved 03/24/2008

Property & Casualty

Comments:See attached. **Attachment:**

AR MTC Transmittal signed.pdf

Created by SERFF on 03/24/2008 11:31 AM

Property & Casualty Transmittal Document

Reset Form

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Property & Casualty Transmittal Document—

| 20. This filing transmittal is part of Company Tracking # DE-TC-AR-07-1F |
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| 21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text] |
| Delos Insurance Company is introducing the independent forms associated with a new Motor Truck Cargo program. |
| Delos Insurance Company has authorized ISO to file their commercial inland marine forms on our behalf in Arkansas. We will be using both ISO forms and these independent forms along with the rates and rules we will be filing in a separate filing for this program. |
| |
| View Complete Filing Description |
| 22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below] |
| Check #: EFT Amount: \$50.00 |
| Refer to each state's checklist for additional state specific requirements or instructions on |
| calculating fees. |

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

PC TD-1 pg 2 of 2

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms) (Do <u>not</u> refer to the body of the filing for the forms listing, unless allowed by state.)

| 1. | This filing transmittal | is part of Company Trac | king # DE-TC-AF | L-07-1F | |
|----|--|--|---------------------------------------|---|--|
| 2 | This filing correspond (Company tracking number of r | s to rate/rule filing num ate/rule filing, if applicable) | ber DE-TC-AF | 1-07-1RR | |
| 3. | Form Name /Description/Synopsis | Form # Include edition date | Replacement Or withdrawn? | If replacement, give form # it replaces | Previous state filing number, if required by state |
| 01 | See attached List | | ☐ New ☐ Replacement ☐ Withdrawn | | |
| 02 | | | ☐ New ☐ Replacement ☐ Withdrawn ☐ New | | |
| 03 | | | Replacement Withdrawn | | |
| 04 | | | ☐ New ☐ Replacement ☐ Withdrawn | | |
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PC FFS-1

Motor Truck Cargo Forms

| _ | | | | | New | | |
|-----------|----------|---|-------------|--------------|-------------|-------------|----------------|
| | | | | | Replacement | Replacing | Previous State |
| # | 44. | Form Name | Form Number | Edition Date | Withdrawn | Form Number | Filing Number |
| | _ | | | | | | |
| _ | - | Motor Truck Cargo Policy Declarations | DIUC DEC | | New | NA | None |
| 2 | _ | Motor Truck Cargo Coverage Form | DIU MTC 001 | 05/07 | New | NA | None |
| ω | 1 | Amendatory Wording and Warranties Endorsement | DIUC 0001 | 05/07 | New | NA | None |
| 4 | Į | Refrigeration Breakdown Endorsement | DIUC 0002 | 05/07 | New | NA | None |
| رن ارن | | Trailer Interchange Dropped Off Limited Coverage Clause | DIUC 0003 | 05/07 | New | NA | None |
| 6 | _ | Several Liability Notice | DIUC 0004 | 05/07 | New | NA | None |
| _, | 7 | Additional Interest Endorsement | DIUC 0005 | 05/07 | New | NA | None |
| <u></u> | | Radioactive Contamination Exclusion Endorsement | DIUC 0006 | 05/07 | New | NA | None |
| 9 | | Seepage and/or Pollution and/or Contamination Exclusion | DIUC 0008 | 05/07 | New | NA | None |
| _ | 의 | 10 Contingent Transit Endorsement | DIUC 0009 | 05/07 | New | NA | None |
| اد | <u> </u> | Fully Earned Premium Endorsement | DIUC 0010 | 05/07 | New | NΑ | None |
| ᆈ | 2 | 12 Refrigeration Breakdown Endorsement | DIUC 0011 | 05/07 | New | NA | None |
| ᆈ | 13 | Unattended Truck Endorsement | DIUC 0012 | 05/07 | New | NA | None |
| | 14 | Less Than Trailer Load Endorsement | DIUC 0013 | 05/07 | New | NA | None |
| اد | 5 | Trailer Interchange Endorsement | DIUC 0014 | 05/07 | New | NA | None |
| اد | 6 7 | 16 Target Interest Inclusion Endorsement | DIUC 0015 | 05/07 | New | NA | None |